

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medisurge, LLC	FORMERLY Alliant Surgical Products, LLC	07/23/2020	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	SURGE MEDICAL SALES, LLC		
Street Address:	2680 Walker Avenue NW, Suite C		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49544		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2453930	SURE-TOUCH	
Registration Number:	4119679	SURGE CARDIOVASCULAR	
CORRESPONDENCE DATA			
Fax Number:	6167522500		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	616.752.2000		
Email:	trademarks@wnj.com		
Correspondent Name:	WARNER NORCROSS + JUDD LLP		
Address Line 1:	150 Ottawa Ave NW		
Address Line 2:	1500 Warner Building		
Address Line 4:	Grand Rapid, MICHIGAN 49503		
ATTORNEY DOCKET NUMBER:	188728.188728		
NAME OF SUBMITTER:	Kimberly A. Niebling		
SIGNATURE:	/KAN 2275/		
DATE SIGNED:	07/28/2020		
Total Attachments: 2			
source=Surge Medical Sales TMs#page1.tif			
source=Surge Medical Sales TMs#page2.tif			

OP \$65.00 2453930

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of the date last signed below, is made by and between **Medisurge, LLC**, f/k/a Alliant Surgical Products, LLC, a Michigan limited liability company, with a principal place of business at 2680 Walker Avenue NW, Suite C, Grand Rapids, Michigan 49544 ("Assignor"), in favor of **Surge Medical Sales, LLC**, a Michigan limited liability company, with its principal place of business located at 2680 Walker Avenue NW, Suite C, Grand Rapids, Michigan 49544 ("Assignee").

Background. Assignor desires to transfer certain trademarks to Assignee. Accordingly, Assignor now executes and delivers this Assignment.

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to:

- (a) the trademarks, trademark registrations, and unregistered designs set forth in *Table 1* herein below and all issuances, extensions, and renewals thereof (collectively, the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.


Trademark
S Surge Medical Solutions (U.S. Reg. No. 3506485)
Sure-Touch (U.S. Reg. No. 2453930)
Surge Cardiovascular (U.S. Reg. No. 4119679)
Surge Medical Solutions (U.S. Reg. No. 3415797)
 (unregistered design)

Table 1

2. **Recordation.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

TRADEMARK ASSIGNMENT

- 3. **Further Actions.** Upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.
- 4. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
- 5. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. **Governing Law.** This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

In witness whereof,

Medisurge, LLC,

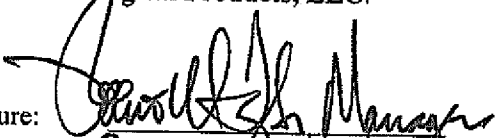
f/k/a Alliant Surgical Products, LLC:

Signature:

Name:

Title:

Date:


Robert W. Taylor, Manager
Manager
July 23, 2020

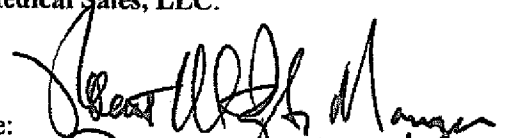
Surge Medical Sales, LLC:

Signature:

Name:

Title:

Date:


Robert W. Taylor, Manager
Manager
July 23, 2020